

3/2/05

03-07-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION TRADEMARK		102953822
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)/Execution Date(s): <div style="text-align: center; padding: 5px;">Bustos Media Operating, LLC</div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited liability company</u> </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Wells Fargo Foothill, Inc.,</u> Internal <u>as Agent</u> Address: <u>Suite 3000 West</u> Street Address: <u>2450 Colorado Avenue</u> City: <u>Santa Monica</u> State: <u>CA</u> Country: <u>USA</u> Zip: <u>90404</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>California</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name </div> </div>		
4. Application number(s) or registration number(s) and identification or description of the Trademark. <div style="display: flex;"> <div style="flex: 1;"> A. Trademark Application No.(s) <div style="text-align: center; padding: 5px;">78/433,368</div> </div> <div style="flex: 1;"> B. Trademark Registration No.(s) <div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto;"></div> </div> </div> <div style="text-align: right; padding: 5px;"> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div>		
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <div style="height: 40px;"></div>		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Melissa C. Schwartz, Esq.</u> Internal Address: <u>Paul, Hastings,</u> <u>Janofksy & Walker LLP</u> Street Address: <u>875 15th Street, NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>(202) 551-1796</u> Fax Number: <u>(202) 551-0196</u> Email Address: <u>melissaschwartz@paulhastings.com</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40</u> <div style="display: flex;"> <div> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed </div> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; padding-left: 10px;"> OPR/FINANCE MAR -2 AM 7:15 </div> </div>	
8. Payment Information: <div style="display: flex;"> <div style="flex: 1;"> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>16-0752</u> </div> <div style="flex: 1;"> Authorized User Name _____ </div> </div>		
9. Signature: <u>Amanda Jane Elliott</u> 3/02/05 <div style="display: flex; justify-content: space-between;"> <div>Signature</div> <div>Date</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Amanda Jane Elliott, Esq.</div> <div>Total number of pages including cover sheet, attachments, and document: 7</div> </div> <div style="text-align: center; padding: 5px;">Name of Person Signing</div>		

03/04/2005 ECOOPER 00000074 78433368

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003129 FRAME: 0858

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of January, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 21, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Bustos Media Operating, LLC, a Delaware limited liability company ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of January 21, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

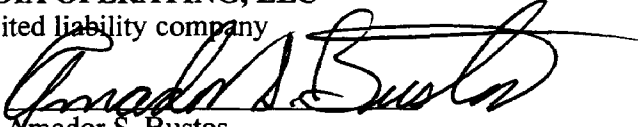
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

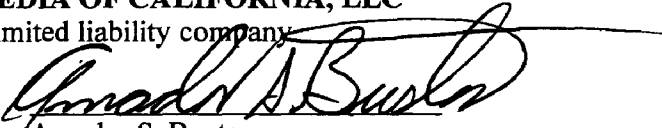
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

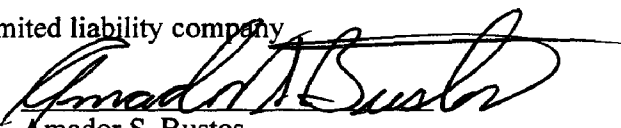
BUSTOS MEDIA OPERATING, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

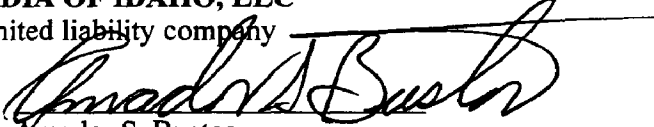
BUSTOS MEDIA OF CALIFORNIA, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

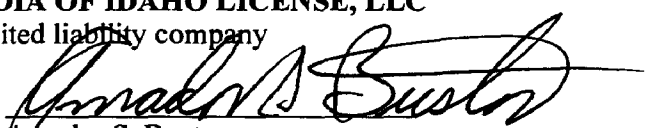
BUSTOS MEDIA OF CALIFORNIA LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

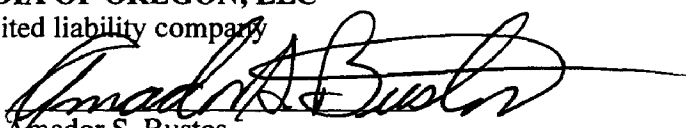
BUSTOS MEDIA OF IDAHO, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer


BUSTOS MEDIA OF IDAHO LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

BUSTOS MEDIA OF OREGON, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

BUSTOS MEDIA OF OREGON LICENSE, LLC
a Delaware limited liability company

By: 
Name: Amador S. Bustos
Title: President and Chief Executive Officer

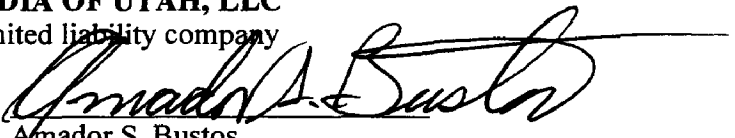
BUSTOS MEDIA OF UTAH, LLC

a Delaware limited liability company

By:

Name:

Title:


Amador S. Bustos
President and Chief Executive Officer

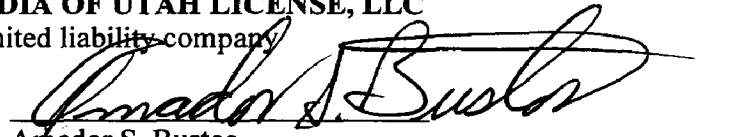
BUSTOS MEDIA OF UTAH LICENSE, LLC

a Delaware limited liability company

By:

Name:

Title:


Amador S. Bustos
President and Chief Executive Officer

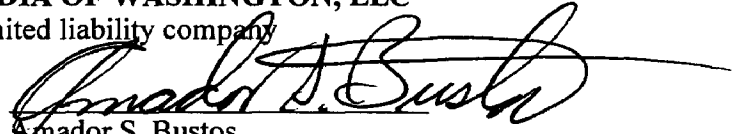
BUSTOS MEDIA OF WASHINGTON, LLC

a Delaware limited liability company

By:

Name:

Title:


Amador S. Bustos
President and Chief Executive Officer


**BUSTOS MEDIA OF EASTERN WASHINGTON
LICENSE, LLC**

a Delaware limited liability company

By:

Name:

Title:


Amador S. Bustos
President and Chief Executive Officer

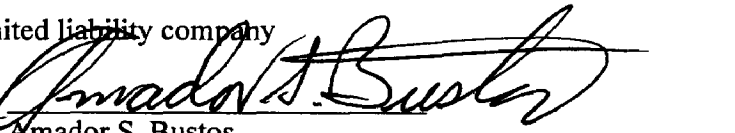
**BUSTOS MEDIA OF WASHINGTON LICENSE,
LLC**

a Delaware limited liability company

By:

Name:

Title:


Amador S. Bustos
President and Chief Executive Officer

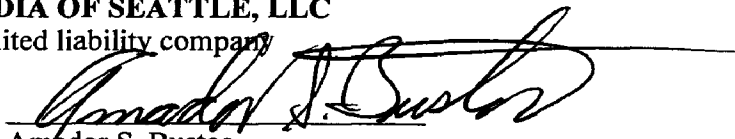
BUSTOS MEDIA OF SEATTLE, LLC

a Delaware limited liability company

By:


Name:

Title:


Amador S. Bustos
President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: Lisa Cooley
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Bustos Media Operating, LLC	United States	La GrandD- La Mas Mexicana	78433368	6/10/2004

Servicemark Registrations:

Entity	State	Mark	Registration No.	Class No.	Registration Date
Bustos Media of California, LLC*	California	Aqui Suena La Ke Buena 97.9	51827	Int. 38	7/21/99

* The servicemark shall become owned by Bustos Media of California, LLC upon the consummation of the Sacramento Acquisition Agreements. This servicemark is a state of California servicemark and not registered with the United States Patent and Trademark Office.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

Trademark Security Agreement

RECORDED: 03/02/2005

TRADEMARK
REEL: 003129 FRAME: 0864